

Part 7 70-05 ✓  
add to 70-0-2  
62-4

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

011836

TRANSFER  
TAX  
PAID

That WATERVILLE AREA INDUSTRIAL DEVELOPMENT CORPORATION, a Maine corporation located in Waterville in the County of Kennebec and State of Maine in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, paid by ERIN, INC., a Maine corporation whose mailing address is 500 Main Street, in Bangor in the County of Penobscot, State of Maine, the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said ERIN, INC., its successors and assigns forever;

A CERTAIN LOT or parcel of land situated in Waterville, County of Kennebec and State of Maine, and being more particularly bounded and described as follows:

LOT NO. 3 in the Waterville Industrial Park as more fully appears on a Plan of Waterville Industrial Park by A. E. Hodsdon, Consulting Engineers, and Verne D. Pinney, Registered Land Surveyor, dated June, 1980, and recorded in the Kennebec County Registry of Deeds in File No. E-80193, consisting of approximately 4.88 acres. Reference may be had to said recorded Plan for a more particular description.

TOGETHER with a right-of-way in common with others from Armory Road to the above described Lot over Industrial Road as shown on said Plan.

THE PREMISES are conveyed subject to the following restrictions which shall be covenants running with the land and binding upon the Grantee, its successors and assigns:

- 1) The premises shall be used exclusively for commercial or industrial purposes.
- 2) The portion of the premises originally acquired from Lewis J. Rosenthal shall not be used for residential purposes nor a shopping center for fifty (50) years from February 28, 1958 in accordance with the terms and meaning of the restriction set forth in the deed from Lewis J. Rosenthal to Waterville Industrial Development Corporation, dated February 28, 1958 and recorded in the Kennebec County Registry of Deeds in Book 1110, Page 243.
- 3) Construction and building design shall be approved by the Grantor, and all buildings on said premises shall be in harmony with other buildings located in the Industrial Park of which the above described premises is a part. The Grantee shall submit to the Grantor a preliminary plan showing general design of buildings, location on site, landscaping, etc., for approval. No buildings shall be constructed on said premises without prior written approval of final construction plan by the Grantor. Such approval shall not be unreasonably withheld.
- 4) No more than one building shall be constructed or placed on the above described premises without the prior written approval of the Grantor. No additions or exterior structural alterations to any building or buildings on the above described premises shall be made without the prior written approval of the Grantor. The Grantor's approval shall not be unreasonably withheld so long as additional buildings, additions or alterations are in harmony with other buildings in said Industrial Park.
- 5) All buildings constructed on said premises shall be of non-combustible materials.

- 6) Each of the above restrictions shall continue and be binding upon the Grantee, its successors and assigns, for a period of thirty (30) years from the date hereof, except restriction 2 which expires by its own terms on February 28, 2008. In the event that the Grantor's legal existence is terminated by dissolution, any of the foregoing restrictions requiring Grantor's approval, shall insofar as said approval is concerned, be null and void from the date of said dissolution.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said ERIN, INC., its successors and assigns, to them and their use and behoof forever.

AND the said Grantor Corporation does hereby COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances, EXCEPT AS AFORESAID, that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said WATERVILLE AREA INDUSTRIAL DEVELOPMENT CORPORATION has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Donald H. Violette, its President, thereunto duly authorized this 26th day of May in the year one thousand nine hundred and eighty-eight.

Signed, Sealed and Delivered  
in the presence of

WATERVILLE AREA INDUSTRIAL  
DEVELOPMENT CORPORATION

William P. Dubord

By: Donald H. Violette  
Donald H. Violette, President

SEAL

STATE OF MAINE  
COUNTY OF KENNEBEC, SS.

May 26, 1988

Personally appeared the above named Donald H. Violette and acknowledged the above instrument to be his free act and deed.

Before me,

William P. Dubord  
Notary Public

Print Name: William P. Dubord  
My Commission Expires 6-26-94

RECEIVED KENNEBEC SS.

1988 JUN 17 PM 1:59

ATTEST: Therese Ruth Mann  
REGISTER OF DEEDS

SEAL